

1244

BOROUGH OF WOODSTOWN

Salem County, New Jersey

1995 POLICE CONTRACT

THIS AGREEMENT made this 15th day of June, 1995, between the Borough of Woodstown, New Jersey, hereinafter referred to as the "Borough" or "Employer" and the Woodstown Police Officers Association, hereinafter referred to as the "Association".

WITNESSETH: Whereas, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours and other conditions of employment for all permanent full time regular police officers;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each officer represented by the Association as follows:

ARTICLE I
RECOGNITION

The Employer recognizes the aforementioned Association as the exclusive representative for all permanent full time Police Officers in its Police Department in the Borough of Woodstown, New Jersey, but excluding the Chief of Police, the Sergeant, Class I and Class II officers, part time regular officers, and all other employees of the Borough of Woodstown.

ARTICLE II
MANAGEMENT RIGHTS

The Association recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Employer. All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

ARTICLE III
GRIEVANCE PROCEDURES

Section I

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedures shall be followed:

Step 1

An officer with a grievance shall first discuss it with his Section Supervisor either directly or through the department's designated representative for the matter of resolving the grievance informally.

Step 2

If the aggrieved party is not satisfied with the disposition of his grievance at Step 1 or if no decision has been rendered within five (5) working days after presentation of the grievance at Step 1, he may file a written grievance with the Chief of Police, or in his absence, a representative designated by him. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Chief of Police or his designated representative and the aggrieved party. A decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after the holding of such meeting.

Step 3

If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, the matter may be presented to the Public Safety Committee of the Borough Council. A meeting on the grievance shall be held at the next regularly scheduled meeting of the Public Safety Committee, and shall not be public unless all parties so agreed in writing. A decision on the grievance shall be rendered in writing within ten (10) working days or by the time of the next regular Borough Council meeting, whichever should come first.

Step 4

If either party is not satisfied with the decision of the Public Safety Committee, or no written decision has been rendered within the required time, the matter may be referred to the Mayor and Council. A meeting on the grievance shall be held between the aggrieved party, the Mayor and council at the next regularly scheduled Council meeting from the date the grievance is received by them. Said meeting shall not be held publicly unless the parties so agree in writing. The Mayor and Council shall render a final written decision within fifteen (15) working days of the date of the meeting.

Step 5

If the aggrieved party is not satisfied with the decision of the Mayor and Council, or if no written decision has been rendered within the required time, the aggrieved person has fifteen (15) calendar days in which to request arbitration. Such request must be submitted in writing to the Borough Council through the office of the Borough Clerk.

A. The Arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association of the State Board of Mediation.

B. The Arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the close of the Arbitration Hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.

C. The Arbitrator shall make his decision in accordance with the law, and his decision shall be final as to all parties pursuant to the provisions of N.J.S.A. 34:13A-1, et seq.

D. The costs for the services of the Arbitrator shall be borne equally by the Borough and the Association. All other expenses incidental to and arising out of the arbitration shall be paid by the party incurring same.

Section II

The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties in writing.

Section III

A grievance must be presented in Step 1 within one (1) week from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

Section IV

An employee may be represented at all stages of his grievance procedure by himself, or any other individual of his own selection.

ARTICLE IV SALARIES

Effective January 1, 1995, the salary schedule for all regular officers recognized as being represented by the Association shall be as set forth in Schedule A which is cited below:

	<u>1995</u>	<u>1996</u>	<u>1997</u>
Starting salary until the completion of first year.	\$26,398.00	\$26,398.00	\$26,398.00
Beginning of second year until completion of second year.	30,579.00	30,579.00	30,579.00
Beginning of third year until completion			

of third year.	34,760.00	37,760.00	34,760.00
Beginning fourth year until completion of fourth year.	38,942.00	38,942.00	38,942.00
Beginning fifth year and beyond.	40,500.00	42,120.00	43,804.00

ARTICLE V SPECIAL COMPENSATION

There shall be additional compensation in the amount of \$15.00 per day, which compensations shall be paid to that individual designated as Officer in Charge. This appointment shall be made by the chief of Police, at such times as he shall deem necessary.

ARTICLE VI COMPUTATION OF SALARY AND BENEFITS

Seniority and other rights and benefits; i.e., vacation, etc., for the purpose of this Article shall be deemed to have commenced from the date of hire.

ARTICLE VII STANDBY TIME

Standby time for all regular police officers shall amount to one (1) hour of straight time in compensation for each four (4) hours of standby time or any part thereof. Standby compensation shall not be payable to an officer in receipt of a duly issued standby subpoena.

ARTICLE VIII OVERTIME

Any overtime worked in excess of an officer's normally scheduled nine (9) or ten (10) hour day shall be paid to the employee in the amount of one and one-half times his hourly base rate. In addition, if an officer is brought back into work with less than fourteen (14) hours off between daily shifts, he shall be compensated at the rate of one and one-half times his hourly rate for each hour worked. If an officer has his work hours changed from the normal shift hours with less than one hundred and twenty (120) hours notice, the officer shall be compensated at the rate of one and one-half times their hourly rate for each hour worked outside the normal shift hours. Overtime worked in excess of any regular shift shall be subject to approval by either the Chief of Police or such person as designated by him to act in his absence.

The provisions of the preceding paragraph shall apply to an officer who receives any training for weapons qualifications and who attends any school or training directly related to police duties or departmental meetings.

None of the provisions of this Article shall apply if a particular officer has worked overtime by agreement with another officer or as a personal accommodation. In those instances, the working officer shall be deemed to waive any claim for overtime and shall sign a waiver form to this effect as provided by the Chief of Police.

ARTICLE IX CALL IN TIME

In the event of recall or call into duty, an employee shall be guaranteed a minimum of two (2) hours pay at an hourly rate of one and one-half times his regular salary. Subsequent overtime extending beyond two (2) hours will be paid at the rate of one and one-half times the officer's hourly rate as specified in Article VIII.

In the event an officer is called in after having been given less than seventy-two (72) hours' notice, he shall receive two (2) hours pay at his regular rate of salary plus he will receive one and one-half times his regular hourly rate for each hour or portion thereof he actually works. The provisions of this paragraph requiring two (2) hours of regular pay plus one and one-half times the regular hourly rate for each hour worked shall not apply for emergency situations.

ARTICLE X COURT APPEARANCES

Whenever an officer is required to attend a Federal, State, County or Municipal Court, while off duty, he shall be paid at the rate of one and one-half times the hourly salary rate for each hour involved. For Municipal Court an officer will be paid for a minimum of one hour. This rate shall not apply to an individual who receives a standby subpoena.

ARTICLE XI HOLIDAYS

Each regularly employed officer will be the recipient of thirteen (13) paid holidays annually, which holidays are listed in Appendix A annexed hereto.

- (A) If any employee works a given holiday, he shall be compensated at a rate of two and one-half times his hourly salary for each such hour worked.
- (B) If an employee is not scheduled to work on a given holiday and does not work on said holiday, he will receive an extra nine (9) hours pay. With the

exception of a shift that starts on or after 11:00 p.m. on the day preceding a holiday, no officer shall receive holiday pay as set forth in Paragraph A above, for any shift that terminates on a holiday.

ARTICLE XII CLOTHING AND EQUIPMENT

Each officer shall receive a yearly noncumulative new clothing voucher redeemable only for official Borough Police uniforms by a supplier designated by the Employer, it being the intention of the parties that it is each officer's sole responsibility to replace worn or soiled uniform garments. However, uniforms, equipment or personal clothing, as well as items inclusive of jewelry, etc., destroyed or damaged in the line of duty, shall be replaced or repaired at the Borough's expense. The maximum amount allowed shall be \$500.00.

ARTICLE XIII SHIFT DIFFERENTIAL PAY

Whenever an officer is scheduled to work from 4:00 p.m. to 2:00 a.m., he will receive an additional \$.45 per hour for each hour he is required to work during those hours. Whenever an officer is required to work from 11:00 p.m. to 9:00 a.m., he shall receive an additional \$.55 per hour for each hour during those hours so worked.

In no event shall a shift differential be paid for a day not worked (i.e., personal day, funeral, etc.). Shift differential rates shall not apply to standby time.

ARTICLE XIV MEAL ALLOWANCE

If a police officer is required to work a double shift, or is called in to work while off duty for a period of at least four (4) hours or longer, or while off duty is required to attend any Court, seminar, school or meeting last a duration of four (4) hours or longer, and the employee is being paid at a rate of one and one-half times his hourly salary, he will receive a meal allowance of \$5.00 for each such tour of duty.

ARTICLE XV TRAINING

The Borough of Woodstown will pay for all basic and advance training, as required by the New Jersey Police Training Commission and as approved by the Police Chief, and shall purchase the necessary supplies such training requires. The borough will also provide mileage for a personal vehicle, if used, for travel that is required to and from a specified training center, and will reimburse the officer for any tolls that are incurred.

ARTICLE XVI USE OF PERSONAL VEHICLE

Whenever an officer is required to use his personal vehicle to travel to any Court, school, seminar or any other function, he shall be paid at the rate of \$.25 per each mile traveled. A patrol unit, if available, will be used in lieu of a policeman's personal vehicle. Under no circumstance will any officer be required to use his own vehicle for patrol work or stakeout duties.

ARTICLE XVII MEDICAL INSURANCE BENEFITS

Blue Cross/Blue Shield, Rider J., Series 1420, with Major Medical, or equivalent, shall be provided and fully paid for by the Borough which coverage shall include the employee as well as his entire immediate family as provided in the applicable policy.

Each officer shall be a member of the Borough of Woodstown Prescription Plan. This is a private plan maintained with the Lawrence Pharmacy in the Borough of Woodstown. Each officer and all members of his immediate family shall be responsible for the first \$2.00 of any prescription drug expense. Thereafter, the Borough of Woodstown will pay the balance up to a maximum of \$500.00 per year per family. The \$2.00 payment must be made by the officer or member of his immediate family for each prescription obtained. The \$500.00 is a total limitation and applies to the total prescription drug expense incurred by the officer and his immediate family during any year of this contract or subsequent annual extensions of this contract.

Each officer shall further be entitled to reimbursement of up to \$400.00 for eye care/dental expenses that are incurred in any calendar year. This is a maximum amount for reimbursement and applies to each officer and his family per year.

All of the benefits provided in this paragraph are noncumulative and may not be substituted for each other.

ARTICLE XVIII TIME OFF FOR DEATH IN FAMILY

If an immediate member of an officer's family shall die, the employee shall receive time off with pay from the day of death until subsequent burial. Immediate family members shall include wife, mother, father, son, daughter, brother, sister (inclusive of both step and/or half), as well as mother and father-in-law. It shall be a requirement for each employee to have the funeral home concerned provide a note with name of the deceased, relationship to employee, as well as a verification that the respective employee did, in fact, attend services.

For the death of an employee's brother or sister-in-law, aunt, uncle or grandparent(s), not cousins, one (1) paid day off for funeral service will be allowed.

Any officer shall only be paid for those days taken which were actually scheduled for work.

ARTICLE XIX PERSONAL DAYS

Each officer shall receive three (3) fully paid personal days off annually, which days must be used within the given year, may not be accumulated, and for which no payment will be received if not used. Request for a personal day shall not be denied for any reason so long as the Chief of Police is given the request no less than one hundred and twenty (120) hours prior to the requested day and the request is not for any of the following holidays; New Years Day, Memorial Day, Fourth of July, Thanksgiving, The day after Thanksgiving, Christmas Eve Day, Christmas Day.

ARTICLE XX SICK LEAVE

Each employee shall be allotted sixteen (16) weeks of sick leave time per year with full pay. At such time as an individual officer has been sick for a period of sixteen (16) weeks, the circumstances of said officer's sickness shall be evaluated by the Public Safety Committee of the Borough Council and a recommendation made to the Mayor and Common Council of whether or not said sick leave shall continue.

It shall be required that if an officer is off sick for three (3) continuous days, on the third such day he will have to present medical proof of such sickness to the Chief of Police.

In no event shall an individual be entitled to reimbursement for any sick leave not taken, nor shall he be allowed to accumulate any form of sick leave, even though no specified amount of sick leave is provided per year in this contract.

Any individual paid pursuant to this section shall make prompt application for Workman's Compensation, New Jersey State Disability or Social Security Disability Compensation as appropriate for this particular illness. In the event benefits are received, said officer shall reimburse the Borough in the amount of benefits received to the extent that said benefits equal the amount he has been paid by the Borough. In the event an officer does not promptly apply for such benefits, his pay may be suspended until such application is made.

ARTICLE XXI VACATION TIME

Based upon years of service, each employee will be granted the following fully paid days of vacation on a yearly basis, which vacation time may not be accumulated nor may the employee receive any compensation for unused time. Vacation days may be taken singly or

together as each individual employee shall choose and designate subject to reasonable scheduling requirements.

Scheduling requirements shall not preclude an officer from starting vacation on the scheduled working day after another officer's vacation ends on a scheduled working day. This provision, and only this provision of the agreement is subject to renegotiation if either party notifies the other party in writing prior to January 31, 1996. This notice shall indicate that the party wishes to renegotiate this stipulation and this stipulation only. In the event neither party provides such written notification, this stipulation shall remain a permanent party of this agreement for the balance of the agreement.

As used hereinafter, a week is defined to mean five (5) scheduled working days.

1 to 4 years of service	2 weeks off
5 to 9 years of service	3 weeks off
10 to 14 years of service	4 weeks off
15 years of service and beyond	5 weeks off

ARTICLE XXII ANNUAL PHYSICAL

Once annually, each officer is to submit to a physical examination by a physician retained by the Borough. Said physical shall include all tests considered to be necessary by the attending physician. A physical examination will be conducted on the employee's own time but will be paid in total by the Borough.

ARTICLE XXIII LEGAL AID

Legal expenses for an officer who is involved in a trial in which he is a defendant are to be paid by the borough, if same resulted in such policeman being acquitted on charges brought against him. This provision shall not apply if the conduct charged against the officer did not arise in the performance of the officer's duty or if said charges are brought by the Borough.

The Borough shall not be required to pay for any legal fees if the Borough provides competent counsel to the officer charged at each and every stage of the criminal proceedings. In the event the attorney provided is not acceptable to the officer charged, then said officer shall advise the borough of the attorney of his choice, at which time the Borough may negotiate with said attorney and determine the charge to be paid in the event said officer is acquitted. This provision shall not be deemed to require the Borough to do any more than provide competent counsel in each and every stage of the criminal proceedings. In the event the Borough elects not to provide such counsel, then the Borough shall pay such reasonable and necessary legal expenses as shall be incurred by the officer charged, as previously agreed between the Borough and the attorney selected by the officer charged.

ARTICLE XXIV
PAYMENT OF ADDITIONAL BENEFITS

All overtime received by each employee after being computed shall be submitted to the Borough, whereas payment of such overtime, including holiday pay, monies for meal allowances, mileage, tolls and the cost of items damaged in the line of duty, will be paid on a monthly basis.

In the event an officer is entitled to additional compensation pursuant to Article VII, Standby Time, Article VIII Overtime, Article X Court Appearances, and Article XIII Shift Differential Pay, the highest hourly rate payable pursuant to any one of the aforementioned articles to which the officer is entitled shall be paid; however, the compensation payable pursuant to any of the said articles shall not be cumulative.

ARTICLE XXV
ASSOCIATION/MANAGEMENT COMMITTEE

At the request of either party, a committee will be formed within 30 days of the request to meet and review policy, current rules and regulations governing the Police Department. The committee shall act purely in an advisory capacity. The committee shall make recommendations to increase professionalism in the Police Department and for the maintenance of good working relations with management. The committee will be comprised of the Chief of Police, one member of the Police Force, the Mayor and the Public Safety Committee of the Borough Council.

ARTICLE XXVI
ASSOCIATION AND FOP FUNCTIONS

Each police officer who is scheduled to work will be afforded the opportunity to attend either Association or FOP functions and will be given one (1) paid day per year for this purpose. An officer must use a personal day to attend any additional functions. The Chief of Police must be given at least two (2) weeks prior notice of the employee's desire to attend such a function.

ARTICLE XXVII
DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce employees into membership. Neither the employer nor the Association shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE XXVIII
FUTURE NEGOTIATIONS

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach an agreement on all matters concerning the terms and conditions of employment of the Borough employees included in Article I. Such negotiations shall begin no later than September 15th of the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees included in Article I, be reduced to writing, and signed by authorized representatives of the Borough and the members of the Association.

The Borough agrees that there shall be no changes of the terms and conditions of employment during the lifetime of this Agreement, except through negotiations between the parties.

Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during the employee's scheduled working hours in negotiations, grievances, conferences or meeting, he shall suffer no loss in pay or other fringe benefits and shall be relieved from duty subject to the manpower needs of the department. The officer(s) involved in negotiation proceedings when working, however, are subject to call-out to perform required police functions.

ARTICLE XXIX
DURATION

This Agreement shall become effective January 1, 1995, and shall terminate December 31, 1997. If either party desires to change this Agreement they shall notify the other party in writing at least one hundred twenty (120) days before the expiration of this Agreement of proposed changes and their desire to terminate this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

ARTICLE XXX
RETENTION

Except as otherwise provided herein, all rights, privileges and benefits which the employees have heretofore enjoyed, as of December 31, 1979, and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect. The provisions of all Municipal Ordinances and Resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

ATTEST:

Isabel F. McAllister, Clerk

WITNESS:

BOROUGH OF WOODSTOWN

By: Jan R. Edwards, Mayor

THE WOODSTOWN POLICE OFFICERS ASSOCIATION

John M. Hollings

By:
Raymond W. Mattern Jr.
Woodstown Police Officer

BOWPOLICE.CON

APPENDIX A
WOODSTOWN POLICE CONTRACT
13 HOLIDAYS

NEW YEARS DAY

MARTIN LUTHER KINGS BIRTHDAY

PRESIDENTS DAY

GOOD FRIDAY

MEMORIAL DAY

4TH OF JULY

LABOR DAY

ELECTION DAY

VETERANS DAY

THANKSGIVING DAY

DAY AFTER THANKSGIVING

CHRISTMAS EVE DAY

CHRISTMAS DAY